TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Take-Two Interactive Software, Inc.		08/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 121

Property Type	Number	Word Mark
Serial Number:	78626687	2K
Serial Number:	78557233	2K GAMES
Serial Number:	78557248	2K SPORTS
Serial Number:	78533962	2KGAMES
Serial Number:	78503959	2KSPORTS
Registration Number:	1556976	ACCESS SOFTWARE INCORPORATED
Registration Number:	2570448	AMPED
Registration Number:	2339736	ARMY MEN
Registration Number:	2380514	ARMY MEN
Registration Number:	2511288	ARMY MEN AIR ATTACK
Serial Number:	78604760	BEATERATOR
Serial Number:	78424536	BOBBY JENKINS
Serial Number:	78539774	BULLY
Serial Number:	78424484	CAPTAIN BOOTCAMP

OP $3040.00 78626687

Registration Number:	2279797	CIV
Serial Number:	78627670	CIV CITY
Registration Number:	2296497	CIV II
Registration Number:	2290884	CIV II FANTASTIC WORLDS
Registration Number:	1729552	CIVILIZATION
Serial Number:	78394986	CLASSIFIED
Serial Number:	78395513	CLASSIFIED: THE SENTINEL CRISIS
Serial Number:	76492046	CONFLICT DESERT STORM II: BACK TO BAGHDAD
Serial Number:	76531864	DESERT SCORPION
Serial Number:	78361383	FIST ALPHA
Serial Number:	76492045	GATHERING
Registration Number:	2470068	GATHERING OF DEVELOPERS
Registration Number:	2366976	GATHERING OF DEVELOPERS
Registration Number:	2430283	GATHERING OF DEVELOPERS
Registration Number:	2394017	GATHERING OF DEVELOPER
Registration Number:	2366964	GATHERING OF DEVELOPERS
Registration Number:	2470061	GATHERING OF DEVELOPERS
Registration Number:	2517907	GENERAL PLASTRO
Serial Number:	78424541	GILLIAN JENKINS
Serial Number:	78171667	GLOBAL STAR SOFTWARE
Registration Number:	2944363	GOTHAM GAMES
Serial Number:	76431458	GOTHAM GAMES
Registration Number:	2148765	GRAND THEFT AUTO
Serial Number:	78396077	GRAND THEFT AUTO
Registration Number:	2755932	GRAND THEFT AUTO III
Registration Number:	2909548	GRAND THEFT AUTO VICE CITY
Serial Number:	78342318	GRAND THEFT AUTO: BOGOTA
Serial Number:	78342291	GRAND THEFT AUTO: SAN ANDREAS
Serial Number:	78342305	GRAND THEFT AUTO: SIN CITY
Serial Number:	78343980	GRAND THEFT AUTO: TOKYO
Serial Number:	78530833	GS GLOBAL STAR SOFTWARE
Serial Number:	76586871	GS GLOBAL STAR SOFTWARE
Serial Number:	78342274	GTA: BOGOTA
Serial Number:	78341884	GTA: SAN ANDREAS
Serial Number:	78342261	GTA: SIN CITY

Serial Number:	78343982	GTA: TOKYO
Serial Number:	78341879	GTA5
Serial Number:	78341882	GTA6
Registration Number:	2465225	HIDDEN & DANGEROUS
Registration Number:	2587866	JACK OF ALL GAMES
Registration Number:	2591046	JACK OF ALL GAMES
Serial Number:	78427711	JAZZ
Serial Number:	76596140	JETFIGHTER III
Serial Number:	76596141	JG JACK OF ALL GAMES
Registration Number:	2860469	JOYTECH USA
Registration Number:	1528437	LEADER BOARD
Serial Number:	78424537	LEON JENKINS
Registration Number:	2800098	LIBERTY CITY, USA.
Registration Number:	2802106	LIBERTY CITY, USA. THE WORST PLACE IN AMERICA.
Registration Number:	2394733	LINKS
Registration Number:	2489902	LINKS EXTREME
Serial Number:	78424480	LOOGER
Registration Number:	2960779	LUXURY LINER TYCOON
Serial Number:	76523018	MANHUNT
Serial Number:	76268401	MAX PAYNE
Registration Number:	2679975	MAX PAYNE
Serial Number:	76268402	MAX PAYNE
Serial Number:	78684724	MAX PAYNE
Registration Number:	2962851	MIDNIGHT CLUB
Serial Number:	78627491	MIDNIGHT CLUB 3
Registration Number:	2189992	MYTH, THE FALLEN LORDS
Registration Number:	2476204	ONI
Registration Number:	2750888	PORTAL RUNNER
Registration Number:	2391635	R
Registration Number:	2855543	R ROCKSTAR GAMES
Registration Number:	2328384	REAL COMBAT. PLASTIC MEN.
Registration Number:	2365786	REAL COMBAT. PLASTIC MEN.
Serial Number:	78361380	RED DEAD REVOLVER
Serial Number:	78427728	RHOMBUS
Serial Number:	78604802	RHYMERATOR

Serial Number:	78531513	ROCKET SCIENCE GAMES
Serial Number:	78347937	ROCKSTAR FILMS
Registration Number:	2456387	ROCKSTAR GAMES
Serial Number:	76424069	ROCKSTAR NORTH
Serial Number:	76424061	ROCKSTAR SOUTH
Registration Number:	2476738	SARGE'S HEROES
Serial Number:	78424380	SCALER
Serial Number:	78424383	SCALER
Serial Number:	78424377	SCALER
Serial Number:	78424370	SCALER
Serial Number:	78424364	SCALER
Serial Number:	76461082	SCHOOL TYCOON
Serial Number:	78604691	SHATTERED UNION
Registration Number:	1784913	SID MEIER'S CIVILIZATION
Serial Number:	78530849	SNOW
Registration Number:	2227025	SPACE STATION SILICON VALLEY
Registration Number:	2377054	SPEC OPS
Serial Number:	76519808	SPYMASTER
Serial Number:	76588920	T2 TAKE TWO
Serial Number:	76588919	T2 TAKE TWO INTERACTIVE
Serial Number:	76588921	TAKE2
Registration Number:	2280508	TALONSOFT'S EAST FRONT
Registration Number:	2465224	TALONSOFT'S WEST FRONT
Registration Number:	2304007	TEX MURPHY
Registration Number:	2395927	THE OPERATIONAL ART OF WAR
Serial Number:	78161641	TOP SPIN
Serial Number:	78595021	TOY WARS
Serial Number:	78427737	TURBINE
Serial Number:	76515271	VIDEO GAME TYCOON
Registration Number:	2566033	VIKKI GRIMM
Serial Number:	78396080	WINGS OF WAR
Registration Number:	1536516	WORLD CLASS LEADERBOARD
Registration Number:	1986939	X-COM
Registration Number:	2258539	X-COM APOCALYPSE
Registration Number:	2358309	X-COM INTERCEPTOR

Registration Number:	2058007	XCOM TERROR FROM THE DEEP
Registration Number:	1979573	X-COM UFO DEFENSE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	08/29/2005

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 24, 2005 is made by TAKE-TWO INTERACTIVE SOFTWARE, INC., a Delaware corporation, located at 622 Broadway, New York, New York 10012 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national association, located at 345 Park Avenue, New York, New York 10154, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 24, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Revolving Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of August 24, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Revolving Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all of the Borrower's right, title and interest in, the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as

TRADEMARK
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collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: Karl H Winters
Name: Karl H. Winters
Title: CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name:
Title:

TRADEMARK
REEL: 003149 FRAME: 0332

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SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name: Anne Biancardi
Title: Vice President

ACKNOWLEDGMENT OF BORROWER

STATE OF New York)
) ss
COUNTY OF New York)

On the 23rd day of August, 2005, before me personally came Karl H. Winters, who is personally known to me to be the CFO of Take-Two Interactive Software, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

DANIEL P. EMERSON
Notary Public, State of New York
No. 02EM5086668
Qualified in New York County
Commission Expires April 9, 2006

509265-1141-08487-NY01.2508771.6

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
2K DESIGN	78/626,687
2K GAMES AND DESIGN	78/557,233
2K SPORTS AND DESIGN	78/557,248
2KGAMES	78/533,962
2KSPORTS	78/503,959
ACCESS SOFTWARE INCORPORATED	1,556,976
AMPED	2,570,448
ARMY MEN	2,339,736
ARMY MEN	2,380,514
ARMY MEN AIR ATTACK	2,511,288
BEATERATOR	78/604,760
BOBBY JENKINS	78/424,536
BULLY	78/539,774
CAPTAIN BOOTCAMP	78/424,484
CIV	2,279,797
CIV CITY	78/627,670
CIV II	2,296,497
CIV II FANTASTIC WORLDS	2,290,884
CIVILIZATION	1,729,552
CLASSIFIED	78/394,986
CLASSIFIED: THE SENTINEL CRISIS	78/395,513
CONFLICT DESERT STORM II: BACK TO BAGHDAD	76/492,046
DESERT SCORPION	76/531,864
FIST ALPHA	78/361,383
GATHERING DESIGN	76/492,045
GATHERING OF DEVELOPERS	2,470,068
GATHERING OF DEVELOPERS	2,366,976
GATHERING OF DEVELOPERS	2,430,283
GATHERING OF DEVELOPER AND DESIGN	2,394,017
GATHERING OF DEVELOPERS AND DESIGN	2,366,964
GATHERING OF DEVELOPERS AND DESIGN	2,470,061
GENERAL PLASTRO	2,517,907

GILLIAN JENKINS	78/424,541
GLOBAL STAR SOFTWARE AND DESIGN	78/171,667
GOTHAM GAMES	2,944,363
GOTHAM GAMES AND DESIGN	76/431,458
GRAND THEFT AUTO	2,148,765
GRAND THEFT AUTO	78/396,077
GRAND THEFT AUTO III	2,755,932
GRAND THEFT AUTO VICE CITY AND DESIGN	2,909,548
GRAND THEFT AUTO: BOGOTA	78/342,318
GRAND THEFT AUTO: SAN ANDREAS	78/342,291
GRAND THEFT AUTO: SIN CITY	78/342,305
GRAND THEFT AUTO: TOKYO	78/343,980
GS GLOBAL STAR SOFTWARE	78/530,833
GS GLOBAL STAR SOFTWARE	76/586,871
GTA: BOGOTA	78/342,274
GTA: SAN ANDREAS	78/341,884
GTA: SIN CITY	78/342,261
GTA: TOKYO	78/343,982
GTA5	78/341,879
GTA6	78/341,882
HIDDEN & DANGEROUS	2,465,225
JACK OF ALL GAMES	2,587,866
JACK OF ALL GAMES AND DESIGN	2,591,046
JAZZ	78/427,711
JETFIGHTER III	76/596,140
JG JACK OF ALL GAMES	76/596,141
JOYTECH USA	2,860,469
LEADER BOARD	1,528,437
LEON JENKINS	78/424,537
LIBERTY CITY, USA.	2,800,098
LIBERTY CITY USA. THE WORST PLACE IN AMERICA	2,802,106
LINKS	2,394,733
LINKS EXTREME	2,489,902
LOOGER	78/424,480
LUXURY LINER TYCOON	2,960,779

MANHUNT	76/523,018
MAX PAYNE	76/268,401
MAX PAYNE	2,679,975
MAX PAYNE	76/268,402
MAX PAYNE	78/684,724
MIDNIGHT CLUB	2,962,851
MIDNIGHT CLUB 3	78/627,491
MYTH, THE FALLEN LORDS	2,189,992
ONI	2,476,204
PORTAL RUNNER	2,750,888
R DESIGN	2,391,635
R ROCKSTAR GAMES AND DESIGN	2,855,543
REAL COMBAT. PLASTIC MEN.	2,328,384
REAL COMBAT. PLASTIC MEN.	2,365,786
RED DEAD REVOLVER	78/361,380
RHOMBUS	78/427,728
RHYMERATOR	78/604,802
ROCKET SCIENCE GAMES	78/531,513
ROCKSTAR FILMS	78/347,937
ROCKSTAR GAMES	2,456,387
ROCKSTAR NORTH	76/424,069
ROCKSTAR SOUTH	76/424,061
SARGE'S HEROES	2,476,738
SCALER	78/424,380
SCALER	78/424,383
SCALER	78/424,377
SCALER	78/424,370
SCALER	78/424,364
SCHOOL TYCOON	76/461,082
SHATTERED UNION	78/604,691
SID MEIER'S CIVILIZATION	1,784,913
SNOW	78/530,849
SPACE STATION SILICON VALLEY	2,227,025
SPEC OPS	2,377,054
SPYMASTER	76/519,808
T2 TAKE TWO	76/588,920

T2 TAKE TWO INTERACTIVE	76/588,919
TAKE2	76/588,921
TALONSOFT'S EAST FRONT	2,280,508
TALONSOFT'S WEST FRONT	2,465,224
TEX MURPHY	2,304,007
THE OPERATIONAL ART OF WAR	2,395,927
TOP SPIN	78/161,641
TOY WARS	78/595,021
TURBINE	78/427,737
VIDEO GAME TYCOON	76/515,271
VIKKI GRIMM	2,566,033
WINGS OF WAR	78/396,080
WORLD CLASS LEADERBOARD	1,536,516
X-COM	1,986,939
X-COM APOCALYPSE	2,258,539
X-COM INTERCEPTOR	2,358,309
XCOM TERROR FROM THE DEEP	2,058,007
X-COM UFO DEFENSE	1,979,573